

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 2 PAGES
1. REQUEST NO. DTRT57-06-Q-80009		2. DATE ISSUED 11/15/2005	3. REQUISITION/PURCHASE REQUEST NO. 64-3447		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1
5a. ISSUED BY U.S. DOT/RITA/Volpe Center Acquisition Management Division 55 Broadway Cambridge MA 02142			6. DELIVERY BY (Date)		
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
			9. DESTINATION		
5b. FOR INFORMATION CALL: (No collect calls)			a. NAME OF CONSIGNEE U.S. DOT/RITA/Volpe Center		
NAME Karen Marino		TELEPHONE NUMBER AREA CODE 617 NUMBER 494-2437		b. STREET ADDRESS 125 Munroe Street Receiving Dock	
8. TO:					
a. NAME		b. COMPANY			
c. STREET ADDRESS			c. CITY Cambridge		
d. CITY		e. STATE	f. ZIP CODE	d. STATE MA	e. ZIP CODE 02142
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 11/22/2005 1500 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	<p>Period of Performance: 11/28/2005 to 01/31/2006</p> <p>Scanning of Historical Volumes, in accordance with the attached Statement of Work.</p> <p>When award is made a Firm Fixed-Price Purchase Order is anticipated.</p> <p>Award will be made to the responsible offeror whose offer is will be most advantageous to the Government, considering price.</p> <p>All questions regarding this solicitation must be emailed to my attention at marinok@volpe.dot.gov.</p> <p>Continued ...</p>	126900	EA		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS						
c. COUNTY			16. SIGNER		b. TELEPHONE	
			a. NAME (Type or print)		AREA CODE	
d. CITY			e. STATE		f. ZIP CODE	
			c. TITLE (Type or print)		NUMBER	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Attachments: Appendix A - Terms and Conditions Appendix B - Provisions and Representations Statement of Work				

STATEMENT OF WORK

Background

The Volpe Center has a requirement for historical documents to be scanned into digital images and uploaded to the Federal Motor Carrier Safety Administration's (FMCSA) Electronic Document Management System (EDMS) in support of the FMCSA sponsor.

FMCSA currently is in possession of 141 library-bound volumes (at approximately 900 pages each), which need to be scanned, indexed and uploaded into the EDMS application, located at the Volpe Center. The vendor must meet the following requirements:

- document images are required to be readable on screen, printable, and the resulting electronic files to be full-text searchable and in TIFF G4 format,
- library-bound book binding spines, joints, heads, fore edges, tails, cases, cords, boards, inlays, shoulders, turn-ins, text blocks and adhesive flat-back perfect bindings must not be destroyed during scanning (this will most likely account for 80-90% of the books to be scanned),
- plastic comb, wire, and saddle stitch bindings may be removed for scanning (but must then be replaced by vendor), and
- following scanning, vendor will repackage all volumes for shipment.

Scanning will take place at the vendor's place of business (or other location, determined by the vendor) and the vendor is not responsible for shipping costs to or from the scanning location. Vendor is responsible for repackaging volumes for return shipment, and for taking reasonable steps to protect volumes against damage during return shipment to FMCSA.

Performance Based Statement of Work

Subtask	REQUIRED SERVICE	PERFORMANCE STANDARD	MONITORING METHOD	DELIVERABLES	DUE DATE
1	Scanning of volumes to electronic images	Images are stored as multi page TIFF G4, are readable on screen and printable, and electronic files are full text searchable	Log file of all documents scanned will be provided by vendor and verified by COTR prior to acceptance	<ul style="list-style-type: none"> – Log file of all images – Electronic images of all volumes 	Six weeks following award
2	Uploading of images to EDMS	Images will be uploaded by vendor to current EDMS system	Images will be indexed appropriately and filed in the corresponding folder	<ul style="list-style-type: none"> – Images uploaded successfully to correct folder in EDMS – Indices properly completed 	Six weeks following award
3	Restoration of plastic comb, wire, and/or saddle stitch bindings removed during scanning	Any plastic comb, wire, and/or saddle stitch bindings removed for scanning must be replaced by vendor	Volumes will be checked by COTR for restoration of bindings	<ul style="list-style-type: none"> – Volumes returned in expected condition (equal to originally shipped condition) 	Two weeks following Subtask 2
4	Preservation of library-bound book binding spines, joints, heads, fore edges, tails, cases, cords, boards, inlays, shoulders, turn-ins, text blocks and adhesive flat-back perfect bindings	Scanning of library-bound volumes will not cause destruction to volumes	Volumes will be checked by COTR for integrity of bindings	<ul style="list-style-type: none"> – Volumes returned in expected condition (equal to originally shipped condition) 	Two weeks following Subtask 2
5	Packaging of volumes for safe return shipment to FMCSA	<ul style="list-style-type: none"> – All volumes will be packaged for shipment by vendor – All volumes will be packaged securely in boxes to adequately protect contents – Boxes should be new or in excellent condition 	Volumes will be checked by COTR to ensure no damage occurred during shipment	<ul style="list-style-type: none"> – Volumes returned in expected condition (equal to originally shipped condition) 	

VOLPE CENTER/ACQUISITION MANAGEMENT DIVISION (AMD)
TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS

[REMINDER: Offerors and Contractors may obtain information on central contractor registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.]

FAR 52.213-4 Terms and Conditions – Simplified Acquisitions JUL 2004

(Other Than Commercial Items)

(c) FAR 52.252-2 Clauses incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es):

www.arnet.gov/far; www.dot.gov/ost/m60/tamtar; farsite.hill.af.mil/vffar.htm.

[DELETE: 52.232-34 as the Volpe Center Payment Office uses the CCR database.]

FAR 52.204-7 Central Contractor Registration OCT 2003

The following clauses marked with an “X” also apply to this RFQ/award. Those clause fill-ins noted with an asterisk (*) require completion by the contractor. Otherwise the Government is required to complete all fill-ins.

NUMBER	TITLE	DATE
<input type="checkbox"/> 52.207-5	Option to Purchase Equipment	FEB 1995
<input type="checkbox"/> 52.211-16	Variation in Quantity _____% Increase, _____% Decrease Applies to: _____	APR 1984
<input checked="" type="checkbox"/> 52.213-2	Invoices	APR 1984
<input type="checkbox"/> 52.213-3	Notice to Supplier	APR 1984
<input type="checkbox"/> 52.217-6	Option For Increased Quantity <i>Insert the period of time for exercising the option:</i> <u>Within 30 days before the contract expires.</u>	MAR 1989
<input type="checkbox"/> 52.217-8	Option to Extend Services <i>The written notice to exercise the option will be issued within:</i> <u>30 days before the contract expires.</u>	NOV 1999
<input type="checkbox"/> 52.217-9	Option to Extend the Term of the Contract <i>Insert the period of time within which the CO may exercise the option and give preliminary written notice:</i> <u>30 and 60 days respectively before the contract expires</u>	MAR 2000
<input type="checkbox"/> 52.219-3	(c) _____ <i>[Insert the total duration of the contract.]</i> Notice of Total HUBZone Set-Aside	JAN 1999
<input type="checkbox"/> 52.219-5	Very Small Business Set-Aside <i>Insert the Designated SBA District:</i> _____	JUN 2003
	<input type="checkbox"/> Alternate I	MAR 1999
	<input type="checkbox"/> Alternate II	JUN 2003
<input type="checkbox"/> 52.219-6	Notice of Total Small Business Set-Aside <input type="checkbox"/> Alternate I	JUN 2003 OCT 1995
<input type="checkbox"/> 52.219-14	Limitations on Subcontracting	DEC 1996
<input type="checkbox"/> 52.222-43	Fair Labor Standard Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
<input type="checkbox"/> 52.222-47	SCA Minimum Wages & Fringe Benefits <i>Contractor:</i> _____ <i>Union:</i> _____	MAY 1989

<input type="checkbox"/> 52.222-48*	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment – Contractor Certification *Offeror completes certification: <u>Certification</u> The Offeror certifies <input type="checkbox"/> does not certify <input type="checkbox"/> that equipment to be serviced are commercial items; services to be provided are at established catalogue prices; and contractor uses same compensation plan for all employees.	AUG 1996
<input type="checkbox"/> 52.223-6	Drug Free WorkPlace (Individuals)	MAY 2001
<input type="checkbox"/> 52.223-12	Refrigeration Equipment And Air Conditioners	MAY 1995
<input type="checkbox"/> 52.225-3	Buy American Act- North American Free Trade Agreement – Israeli Trade Act <input type="checkbox"/> Alternate I <input type="checkbox"/> Alternate II	JUN 2003 MAY 2002 MAY 2002
<input checked="" type="checkbox"/> 52.227-14	Rights in Data-General	JUN 1987
<input type="checkbox"/> 52.227-19	Commercial Computer Software-Restricted Rights	JUN 1987
<input type="checkbox"/> 52.227-23	Rights to Proposal Data (Technical) <i>Insert page numbers excluded from unlimited Government Rights: Except for data contained on pages _____</i> <i>Insert date of proposal: Proposal dated _____</i>	JUN 1987
<input type="checkbox"/> 52.232-2	Payments Under Fixed-Price Research and Development Contracts	APR 1984
<input type="checkbox"/> 52.232-18	Availability of Funds	APR 1984
<input type="checkbox"/> 52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
<input type="checkbox"/> 52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
<input checked="" type="checkbox"/> 52.245-4	Government-Furnished Property (Short Form)	JUN 2003
<input checked="" type="checkbox"/> 52.246-1	Contractor Inspection Requirements	APR 1984
<input type="checkbox"/> 52.246-16	Responsibility for Supplies	APR 1984
<input type="checkbox"/> 52.247-35	F.O.B. Destination, Within Consignee's Premises	APR 1984
<input checked="" type="checkbox"/> 52.249-8	Default (Fixed-Price or Service)	APR 1984

OTHER FAR CLAUSES which apply to this award.

<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

☒ **52.252-6 Authorized Deviations in Clauses (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Transportation Acquisition Regulation (48 CFR Chapter 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

☐ **52.219-17 Section 8(a) Award (DEC 1996) (DEVIATION)**

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) **(DELETED)**

- (2) Except for novation agreements and advance payments, delegates to the RSPA/Volpe Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the RSPA/Volpe Center Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the cognizant Contracting Officer of the RSPA/Volpe Center.

(e) **(NEW)** This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

☐ **52.222-42 -- Statement of Equivalent Rates for Federal Hires (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits

☐ **52.223-11 -- Ozone-Depleting Substances (MAY 2001)***

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____,
a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

**Transportation Acquisition Regulation (48 CFR CHAPTER 12) Clauses
(TAR Clauses incorporated by reference)**

NUMBER	TITLE	DATE
<input type="checkbox"/> 1252.211-71	Index for Specifications	OCT 1996
<input type="checkbox"/> 1252.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	OCT 1994
<input type="checkbox"/> 1252.222-71	Strikes or Picketing Affecting Access to a DOT Facility	OCT 1994

<input type="checkbox"/> 1252.223-70*	Removal or Disposal of Hazardous Substances- Applicable Licenses and Permits *Offeror completes certification: The Contractor certifies that is has *___ does not have *___ all licenses and permits required by Federal, state and local laws to perform hazardous substance(s) removal or disposal services. <i>[Insert period of time for obtaining all requisite licenses and permits]</i> ___ days after award.	DEC 1997
<input type="checkbox"/> 1252.223-71	Accident and Fire Reporting	OCT 1994
<input type="checkbox"/> 1252.223-72	Protection of Human Subjects	OCT 1994
<input type="checkbox"/> 1252.228-70	Loss of or Damage to Leased Aircraft	DEC 1997
<input type="checkbox"/> 1252.228-71	Fair Market Value of Aircraft <i>[Insert fair market value]</i> (a) \$ _____	OCT 1994
<input type="checkbox"/> 1252.228-72	Risk and Indemnities	DEC 1997
<input type="checkbox"/> 1252.236-70	Special Precautions for Work at Operating Airports	OCT 1994
<input type="checkbox"/> 1252.237-71*	Certification of Data *Offeror completes certification: Signature: _____ Date: _____ Typed Name and Title: _____ Company Name: _____ _____	JAN 1996
<input type="checkbox"/> 1252.237-72	Prohibition on Advertising	JAN 1996
<input type="checkbox"/> 1252.242-71	Contractor Testimony	OCT 1994
<input type="checkbox"/> 1252.247-72	F.O.B. Origin Only	OCT 1996
<input checked="" type="checkbox"/> 1252.247-73	F.O.B. Destination Only	OCT 1996
<input type="checkbox"/> 1252.247-77	Supply Movement in the Defense Transportation System	OCT 1996

Other TAR Clauses which apply to this award:

<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

VOLPE CENTER CLAUSES

☒ **Volpe 197 --- DOT Information Security Requirements (APR 2003)**

1. Access to Sensitive Information.

- a. Work under this contract may involve access to sensitive information, as described in paragraph d below, which shall not be disclosed by the contractor unless authorized by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer.
- b. The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.
- c. The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.
- d. Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress."

2. Information Technology (IT) Services.

- a. The contractor shall be responsible for IT security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services in which the contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to contractor and any subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.
- b. Within 30 days of contract award, the contractor shall develop and provide to the Government for approval, an IT Security Plan which describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan shall be written and implemented in accordance with applicable Federal laws including: The Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet Government IT security requirements including: OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; National Institute of Standards and Technology (NIST) Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.
- c. The contractor shall screen their personnel requiring privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management and ensure contractor employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.

- d. The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.
- e. The contractor shall include the above requirements in any subcontract awarded for IT services.
- f. IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the Federal Acquisition Regulation Part 2.

VOLPE CENTER/ACQUISITION MANAGEMENT DIVISION (AMD)
PROVISIONS AND REPRESENTATIONS —SIMPLIFIED ACQUISITIONS

The following provisions marked with an "X" apply to this award. Those provision fill-ins noted with an asterisk () require completion by the contractor. Otherwise the Government is required to complete the fill-in.*

☒ **1. FAR 52.204-3 Taxpayer Identification (OCT 1998)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

***(d) Taxpayer Identification Number (TIN).**

- ☐ *TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal Government;
- ☐ Other. State basis. _____

***(e) Type of organization.**

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt):
- ☐ Corporate entity (tax-exempt):
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

***(f) Common Parent.**

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____ TIN _____

☒ 2. FAR 52.219-1 Small Business Program Representations (APR 2002)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is:
- (2) The small business size standard is
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- * (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- * (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- * (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- * (4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- * (5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- * (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that -
 - * (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - * (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

☐ **3. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (OCT 2000)**

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

* (b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror ☐ is, ☐ is not an emerging small business.

* (c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 -- 100	<input type="checkbox"/> \$1,000,001 -- \$2 million
<input type="checkbox"/> 101 -- 250	<input type="checkbox"/> \$2,000,001 -- \$3.5 million
<input type="checkbox"/> 251 -- 500	<input type="checkbox"/> \$3,500,001 -- \$5 million
<input type="checkbox"/> 501 -- 750	<input type="checkbox"/> \$5,000,001 -- \$10 million
<input type="checkbox"/> 751 -- 1,000	<input type="checkbox"/> \$10,000,001 -- \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

☐ **4. FAR 52.219-20 -- Notice of Emerging Small Business Set-Aside (JAN 1991)**

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

☐ **5. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (MAY 1999)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

- * Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 -- 100	<input type="checkbox"/> \$1,000,001 -- \$2 million
<input type="checkbox"/> 101 -- 250	<input type="checkbox"/> \$2,000,001 -- \$3.5 million
<input type="checkbox"/> 251 -- 500	<input type="checkbox"/> \$3,500,001 -- \$5 million
<input type="checkbox"/> 501 -- 750	<input type="checkbox"/> \$5,000,001 -- \$10 million
<input type="checkbox"/> 751 -- 1,000	<input type="checkbox"/> \$10,000,001 -- \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

☐ **6. FAR 52.225-2 Buy American Act Certificate (June 2003)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

*(b) Foreign End Products:

Line Item No.	Country of Origin
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

☐ **7. FAR 52.225-4 Buy American Act-North American Free Trade Agreement-Israeli Trade Act Certificate (June 2003)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act."

(b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

* NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

* Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

☐

Alternate I (May 2002). Substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

* Canadian End Products:

Line Item No.

[List as necessary]

☐

Alternate II (May 2002). Substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

* Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

☐ 8. **52.226-2 Historically Black College or University and Minority Institution Representative (MAY 2001)**

(a) *Definitions*. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

* (b) *Representation*. The offeror represents that it-

☐ is ☐ is not a historically black college or university;
☐ is ☐ is not a minority institution.

☐ 9. **FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.arnet.gov/far.

<input type="checkbox"/> 52.217-3	Evaluation Exclusive of Options	APR 1984
<input type="checkbox"/> 52.217-4	Evaluation of Options Exercised at Time of Contract Award	JUN 1988
<input type="checkbox"/> 52.217-5	Evaluation of Options	JUL 1990
<input type="checkbox"/> 52.223-4*	Recovered Material Certification	OCT 1997

****Offeror certifies, by signing below, as to the compliant percentage of recovered materials to be used in the performance of this order:***

Signature: _____

Date: _____

Typed/Printed Name and Title: _____

Company Name: _____

☒ 10. ***Offeror Required to Provide DUNS#:** _____

[See FAR 52.204-7]